

ALBANY HOUSING AUTHORITY

PET POLICY

1. Purpose

In compliance with Section 526 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority sets forth the following reasonable restrictions to residents who wish to keep a common household pet in their unit. Residents failing to adhere to these requirements will face lease termination.

a. Common household pets are restricted to:

Birds – including canary, parakeet, finch and other species that are normally kept caged; Large birds such as parrots, cockatoos, macaws, and fowl (chickens, ducks, geese, turkey, etc.) are prohibited birds of prey are prohibited.

Fish – Tanks or aquariums are not to exceed 35 gallons in capacity. Poisonous or dangerous fish are not permitted. Only one- (1) tank or aquarium is permitted per apartment.

Dogs* – Not to exceed thirty- (30) pounds at time of maturity. All dogs must be neutered or spayed. Dog breeds including Rottweilers, Doberman pinschers, German Shepards, and pit bulls, or combinations thereof, are not permitted.

Small animals – gerbil, guinea pig, hamster (no more than two total per household). No rabbits are allowed.

**Albany Housing Authority allows for dog ownership ONLY in scattered site single-family homes specifically identified as NY 9-21 and only with the pre-approval of the Albany Housing Authority. Dogs are prohibited in all other developments at all times. Waivers will not be issued to this policy.*

Cats – Only domestic felines are permitted. All cats must be neutered or spayed. No more than two cats are allowed in any household.

Prohibited Pets include but are not limited to unconventional and endangered animals such as snakes, reptiles, monkeys, rodents (mice/rats), circus animals, lizards, salamanders, turtles, chameleon, ferrets, crocodiles/alligators, etc.

2. Registration

Every pet must be registered with the Housing Authority's management prior to moving the pet into the unit and registration must be updated annually. Registration requires the following:

- a. A certificate signed by a licensed veterinarian, or a state or a local authority empowered to inoculate animals (or designated agent of such authority), stating that the animal has received all inoculations required by state and local law, if applicable.
- b. Proof of current license, if applicable (dogs, cats).
- c. Identification tag bearing the owner's name, address, and phone number (dogs, cats.)

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- d. A non-refundable initial registration fee of \$25.00
- e. Proof of neutering/spaying, if applicable (dogs, cats.)
- f. Photograph (no smaller than 3" X 5") of pet or aquarium.
- g. Fish – size of tank must be registered

3. Licenses and Tags

Every dog and cat (if required under local law) must have the appropriate animal license, a valid rabies tag and a tag bearing the owner's name, address and phone number. All dogs and cats must wear all tags while not in the owner's unit. All licenses and tags must be current.

4. Density of Pets

Only one- (1) dog (where allowed) or two cats per household will be allowed; or only two- (2) small birds will be allowed per apartment; or, no more than two – (2) pets in the small animal category (gerbil, hamster, guinea pig). The Housing Authority only will give final approval on type and density of pets.

5. Pet Offspring

No pet, already pregnant, may be introduced into any unit. Veterinarian certification is required. All animals must be spayed or neutered. No breeding of any animal or bird is allowed.

6. Visitors and Guests

No visitor or guest will be allowed to bring pets on the premises at any time. Residents will not be allowed to pet sit, harbor, or house a pet without fully complying with this policy.

Feeding or caring for stray animals is prohibited and will be considered keeping a pet without permission.

7. Pet Restraints

1. Dogs where allowed must be on a leash when not in the owner's apartment. The lease must not be longer than five- (5) feet.

2. Cats must be in a caged container or on a leash when taken out of the owner's apartment.

3. Birds and small animals must be in a cage when inside of the resident's apartment or entering or leaving the building.

8. Liability

Residents owning pets shall be liable for the entire amount of all damages to the Housing Authority premises caused by their pet and all cleaning, defleaing and deodorizing required because of such pet. Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of the Albany Housing Authority caused by their pet, and shall

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indemnify the Albany Housing Authority for all costs of litigation and attorney's fees resulting from such damage.

9. Sanitary Standards and Waste Disposal

- a. Litter boxes must be provided for cats with use of odor-reducing chemicals/litter. Residents with litter boxes must clean them regularly. Noncompliance may result in removal of the pet. The Housing Authority reserves the right to impose a mandatory twice-weekly litter box cleaning as needed. Litter box garbage shall be placed in a sturdy plastic bag and deposited in the appropriate garbage container and/or trash compactor.
- b. Pets must be flea & tick free. Should flea extermination become necessary, cost of such extermination will be charged to pet owner.
- c. In accordance with city law, pet owners are responsible for immediate removal of the feces of their pet and shall be charged in instances of removal of pet feces by staff and where damages occur to Authority property due to pet. More than three- (3) such charges during a twelve-month period may be cause for pet removal and/or lease termination.
- d. All pet waste must be placed in a plastic bag and tied securely to reduce odor and placed in designated garbage container and/or trash compactor.
- e. All apartments with pets must be kept free of pet odors and maintained in a clean and sanitary manner. A housekeeping inspection shall be conducted after 30 days of pet moving into the household. If the household fails the housekeeping inspection, which constitutes a failure to care for the pet in an appropriate manner; a notice of violation will be issued and the household will have seven- (7) days to correct the deficiencies. Pet owner's apartments may be subject to inspections once a month if complaints are received or problems occur or are suspected.

10. General Rules

The resident agrees to comply with the following rules imposed by the Housing Authority:

- a. No pet shall be tied up, chained or otherwise tethered anywhere on Authority property and left unattended for any amount of time.
- b. Pet owners will be required to make arrangements for their pet's care in the event of vacation or hospitalization.
- c. Doghouses are not allowed on Authority property.
- d. Additional fencing or other containment areas are not allowed on Authority property.
- e. Residents are expected to have full control of their animals at all times.

11. Pet Areas

- a. Restrictions: At no time will pets be allowed in any public area such as community space, laundry rooms, sitting rooms, etc. Pets should only be in the lobby when entering or leaving the building.
- b. Approved Areas: Pets shall only be allowed to be exercised in areas clearly marked by the Housing Authority for pet use. If no area is designated, pets must be exercised off of AHA property. Pet owners are reminded of the City law of picking up after their pet at all times.

12. Pet Rule Violation and Pet Removal

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- a. If it is determined on the basis of objective facts, supported by written statement, that a pet owner has neglected to appropriately care for a pet and has violated a rule governing the pet policy, the Housing Authority shall serve a notice of pet rule violation on the pet owner. Serious or repeated violations may result in pet removal or termination of the pet owner's tenancy, or both.
- b. If a pet poses a nuisance such as excessive noise, barking, odor, or whining, or other annoying behavior, which disrupts the peace and quality of life of other residents, owner will permanently remove the pet from premises upon request of management within forty-eight- (48) hours. Nuisance complaints regarding pets are subject to immediate inspections.
- c. If a pet owner becomes unable either through hospitalization, or illness, to care for the pet, and the person so designated to care for the pet in the pet owner's absence refuses or is unable physically to care for the pet, the Housing Authority can officially remove the pet. Animal control will be called to remove the pet. The Authority accepts no responsibility for pets so removed.

13. Rule Enforcement

Violation of these pet rules will prompt a written notice of violation. The pet owner will have five- (5) days to correct a deficiency.

14. Damage Deposit

A "Pet Damage Deposit" of \$100.00 will be required for all pets. The "Pet Damage Deposit" must be paid in no more than five -(5) equal and monthly installments (\$20.00 minimum payment per month). A resident may choose to pay the full amount in less than five -(5) months. The pet deposit will be used to pay reasonable expenses directly attributable to the presence of the pet in the development including (but not limited to) the cost of repairs and replacements to, and fumigation of, the resident's dwelling unit, and any other area that is directly affected. Such damages may include, but is not limited to chewing damage, scratches to floor, carpeting, doors, woodwork, walls, molding, screens, windows; claw marks, water damage, feces/urine stains and /or odors, plumbing damage due to illegally flushing of animal waste, litter, hair, etc.

Damages will be assessed as they are discovered or noted by staff, contractors, visitors, guests, etc. Damage reports will be made and a copy given to the resident and a copy will be put in their tenant file. Repeat occurrences of damages will result in the permanent rescission of pet ownership privileges.

The "Pet Damage Deposit" will be returned upon vacate of the apartment the owner upon satisfaction of all damage payments assessed. In the event that the pet owner is no longer able to have a pet, the pet owner may apply for a refund of the pet deposit less any damages charged if applicable.

15. Denial of Pets

Residents may be denied pet registration approval if management determines that the tenant was/is unable to fulfill their past or future obligations as a pet owner or are unable to adhere to the terms of the lease or pet rules.

16. Exceptions

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17. The Pet Policy is a part of the Lease Agreement by addendum. The following acknowledgement will become a part of the lease by addendum and must be executed by the Housing Authority representative and the head of household at initial and subsequent lease terms. The resident and AHA management will complete a separate registration form.

An Albany Housing Authority representative has reviewed the Pet Policy in its entirety and has fully explained the rules and regulations regarding pet ownership.

Signature _____

Appendix E